RECORDING REQUESTED BY:

The Previti Group
2151 E Convention Center Way, Suite 230
Ontario, CA 91764

WHEN RECORDED RETURN TO:

City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
Attn: Gia Kim, Public Works Director/City Engineer

Space Above This Line For Recorder's Use

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (***"Agreement"***) is made and entered into as of this ____ day of _____, 2026, by and between VASARI 2, LLC, a California limited liability company (***"Developer"***), and the CITY OF FONTANA (the ***"City"***). Developer and the City may be referred to herein individually as a **"Party"** or collectively as the **"Parties."**

RECITALS:

A. Developer is the owner of certain real property located at Assessor's Parcel Number (APN) 0226-075-85 in the City of Fontana, County of San Bernardino, State of California, which is more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by reference (the ***"Developer Property"***). Developer has or intends to construct residential dwelling units on the Developer Property.

B. City and Developer wish to establish maintenance obligations and certain rights incidental to the public right-of-way (***"ROW"***) near portions of the Developer Property as shown in **Exhibit "B,"** attached hereto and incorporated herein by reference.

C. The Developer Property and ROW are part of a larger project (***"Project"***) which includes that real property described in **Exhibit "C,"** attached hereto and incorporated by reference. The remainder of the Project is currently in development, and the Parties anticipate it to be developed pursuant to the terms of a certain 2020 Disposition Agreement, dated July 2, 2020 (the **"*DDA*"**).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Maintenance Obligations**.

A. Developer Maintenance Area. ***"Developer Maintenance Area"*** means those portions of the parkway landscape areas within the ROW which are generally depicted on **Exhibit "B."** The ***"Developer Maintained Improvements"*** means street trees, landscaping, and associated irrigation improvements within the Developer Maintenance Area. Developer shall perform the following with respect to the Developer Maintenance Area:

(i) Keep the Developer Maintenance Area reasonably free of plant and landscape debris.

(ii) Repair damage to the Developer Maintenance Areas due to the elements and ordinary wear and tear.

(iii) Pursuant to Section 4 below, Developer shall Maintain and replace the street trees and landscaping within the Developer Maintenance Area. In addition, the replacement of any Street trees must be approved in writing by the City.

(iv) Maintain proper weed abatement within the Developer Maintenance Areas and corresponding ROW in accordance with the approved plans and all City landscape standards and specifications.

B. City Responsibility. Maintenance and repair of Sidewalks, curb ramps, and curb and gutters shall be the responsibility of the City upon expiration of the one (1) year warranty period and the written acceptance of the improvements by the City.

2. **Termination of Developer Maintenance Obligation**. Developer shall have the ongoing maintenance obligation of the Developer Maintenance Areas until such time as the City, in its sole and absolute discretion, elects to maintain such area, at which time the applicable area shall no longer constitute a part of the Developer Maintenance Area. In such event, the City shall provide a notice of termination of the Developer Maintenance Areas in writing to Developer.

3. **Use of ROW**. The Parties agree that neither Party shall have the right to erect any structure or conduct any activity within the ROW which will unreasonably inhibit or impair the use of the ROW described in this Agreement. The ROW shall be accessible by the general public.

4. **Right of City to Remedy Failure of Maintenance Obligation**. If Developer fails to comply with the provisions of this Agreement, including any failure to maintain the Developer Maintenance Areas and/or the Developer Maintained Improvements, as set forth above, then the City may deliver written notice to Developer identifying the specific defects regarding the maintenance of the Developer Maintenance Areas or Developer Maintained Improvements ("***Defects Notice***"). The Defects Notice shall specify the date by which Developer must remedy the specific defects identified in the Defects Notice in order to avoid action by the City, which date, except in the case of an emergency situation, shall be no less than fifteen (15) days from the Developer's actual receipt of the Defects Notice. If the City determines a hazardous situation exists which must be remedied immediately (***"emergency situation"***), then the City shall have the right to immediately enter into the Developer Maintenance Areas to address and resolve the emergency, after which the City will seek reimbursement in accordance with this section.

If Developer fails to correct the specific defects identified in the Defects Notice within the time period specified in the Defects Notice, the City shall have the right to remedy the specific defects identified in the Defects Notice. Developer hereby grants the City, or its assignees, the right of access, ingress and egress upon and across the Developer Maintenance Area as may be necessary to complete such remedial work. The City may retain, as its election, its own contractors, or the Developer's contractors, or other third party maintenance company to complete the remedial work, provided that all such contractors shall be appropriately licensed (if a license is required for the performance of the remedial work) and, such contractors are employees of the City, maintain workers compensation insurance, automobile insurance, and general commercial liability insurance with limits and terms acceptable to Developer and on which Developer is named as an additional insured . Except in an

emergency situation, during which remedial or repair work may be performed at any time to address the emergency, all remedial work shall be performed between the hours of 7:00 a.m. and 6:00 p.m. in a manner that minimizes any inconvenience to the residents of the Developer Property. Any costs incurred by the City for the remedial work needed to remedy the specific defects identified in the Defects Notice shall, unless patently unreasonable, be borne solely by the Developer. The City shall provide a written itemized invoice and back-up documentation for such costs (*e.g.*, documentation evidencing the number of worker hours spent performing the remedial work, receipts for the purchase of any materials or lease of any equipment needed to perform the remedial work, mechanics' lien releases, etc.) to Developer within thirty (30) days' after the completion of the remedial work. Developer shall remit payment to the City within thirty (30) days from Developer's receipt of the invoice and back-up documentation. The Parties agree that any remedial work undertaken by the City under this section shall not terminate the maintenance obligations of Developer under this Agreement.

5. **Indemnification**. Developer hereby covenants and agrees to indemnify, defend (with legal counsel selected by the City), and hold City, its officials, officers, agents, and employees harmless from and against any and all claims, damages (including damage to property and injury to persons), demands, losses, obligations, judgments, liabilities, costs and expenses (including, without limitation, attorneys' and other fees) arising from or in any way connected to any injury to persons or damage to property caused by the negligence or willful misconduct of Developer or its agents during any installation, repair or maintenance activities by Developer or its contractors or agents in the Developer Maintenance Area. City hereby covenants and agrees to indemnify, defend (with legal counsel selected by City and reasonably acceptable to Developer), and hold Developer, its members and their officers, members, agents, and employees harmless from and against any and all claims, damages (including damage to property and injury to persons), demands, losses, obligations, judgments, liabilities, costs and expenses (including, without limitation, attorneys' and other fees) arising from or in any way connected any injury to persons or damage to property caused by the negligence or willful misconduct of City or its agents during any installation or maintenance activities in the ROW.

6. **Future CFD**. Developer and City agree that the ROW is intended to benefit the entire Project, so as other portions of the Project are developed, the owners of such parcels should be obligated to contribute to the ROW maintenance costs. Therefore, as part of the conditions of approval for the other parcels in the Project, the City shall assist with the initiation and execution the necessary procedures for the establishment of a Community Facilities District ("***CFD***") which will own and maintain the ROW, and at such time, Developer shall also participate in such CFD and shall reasonably cooperate in the formation of such CFD. Only upon the successful formation of the CFD and transfer of the maintenance obligations described herein to the CFD, shall this Agreement terminate upon written approval by the City. Notwithstanding the foregoing, the City agrees that the conditions of approval for any parcel within the Property which is owned by Developer or an affiliate of Developer (***"Affiliate Property"***) shall allow for the amendment of this Agreement in order to include the Affiliate Property as part of the Developer Property instead of requiring the formation and annexation into a CFD.

7. **Successors and Assigns**. This Agreement shall run with the land and shall be binding upon and shall insure to the benefit of the heirs, executors, administrators, successors and assigns of the Developer and the City. The covenants, conditions and restrictions set forth in this Agreement shall constitute equitable servitudes which shall run with the land. Except as expressly stated in this Agreement, there are no third party beneficiaries with the right to enforce this Agreement.

8. **Affected and Benefited Land**. The land (***"Affected Land"***) affected by the covenants contained in this Agreement is the Developer Property and the ROW. The land (***"Benefited Land"***) benefited by the covenants contained in this Agreement is the Developer Property and the ROW.

9. **Notices**. Unless otherwise provided in this Agreement, all notices, demands, or other communications given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been given and received upon personal delivery or as of the second business day after mailing in the United States by registered or certified mail, return receipt requested, postage prepaid, addressed as follows or to such other address or to such other person (*e.g.*, Association or the Association's property manager) as either party may designate in a written notice to the other party:

If to Developer:

VASARI 2, LLC
c/o The Previti Group
2151 E. Convention Center Way, Suite 114
Ontario, CA 91764
Attn: Andrew Wennerstrom
Telephone: (909) 354-8010
awennerstrom@theprevitigroup.com

With a Copy to:

HDO4, LLC
c/o The Previti Group
2151 E. Convention Center Way, Suite 114
Ontario, CA 91764
Attn: Steven B. Imhoof, Esq.
Telephone (909) 354-8085
simhoof@theprevitigroup.com

If to City:

CITY OF FONTANA
8353 Sierra Avenue
Fontana. CA 92335
Attn: Gia Kim, Public Works Director/City Engineer
Telephone: (909) 350-6655
gkim@fontanaca.gov

With a Copy to:

Best Best & Krieger LLP
28554 E. Guasti Road, Suite 400
Ontario, CA 91761
Attn: Ruben Duran, City Attorney
Telephone: (909) 989-8584
Ruben.duran@bbklaw.com

10. **Lender Protection**. Nothing in this Agreement shall be construed as giving any party priority over the rights of beneficiaries of first deeds of trust encumbering any portion of the Developer Property. No breach of this Agreement shall invalidate the lien of any first deed of trust encumbering the Developer Property.

11. **Headings**. The titles or headings of the sections of this Agreement are not a part of the Agreement and shall have no effect upon the construction of or interpretation of this Agreement.

12. **Execution in Counterpart**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

[Signature Page on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

CITY OF FONTANA

By:_____
Matthew C. Ballantyne
City Manager

Attest:

By:_____
Germaine Key, City Clerk

Approved as to form:

_____
Best Best & Krieger LLP
City Attorney

By:_____
Phillip Burum, Deputy City Manager
Development Services Organization

By:_____
Gia Kim
Public Works Director/City Engineer

VASARI 2, LLC

By:_____
Richard Munkvold
Chief Financial Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Notary Public (SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Notary Public (SEAL)

EXHIBIT "A"

<u>DEVELOPER PROPERTY</u>

(PA 1B Site Plan)

SHEET 4 OF 4
DATE OF SURVEY: AUGUST, 2021

PARCEL MAP NO. 20327

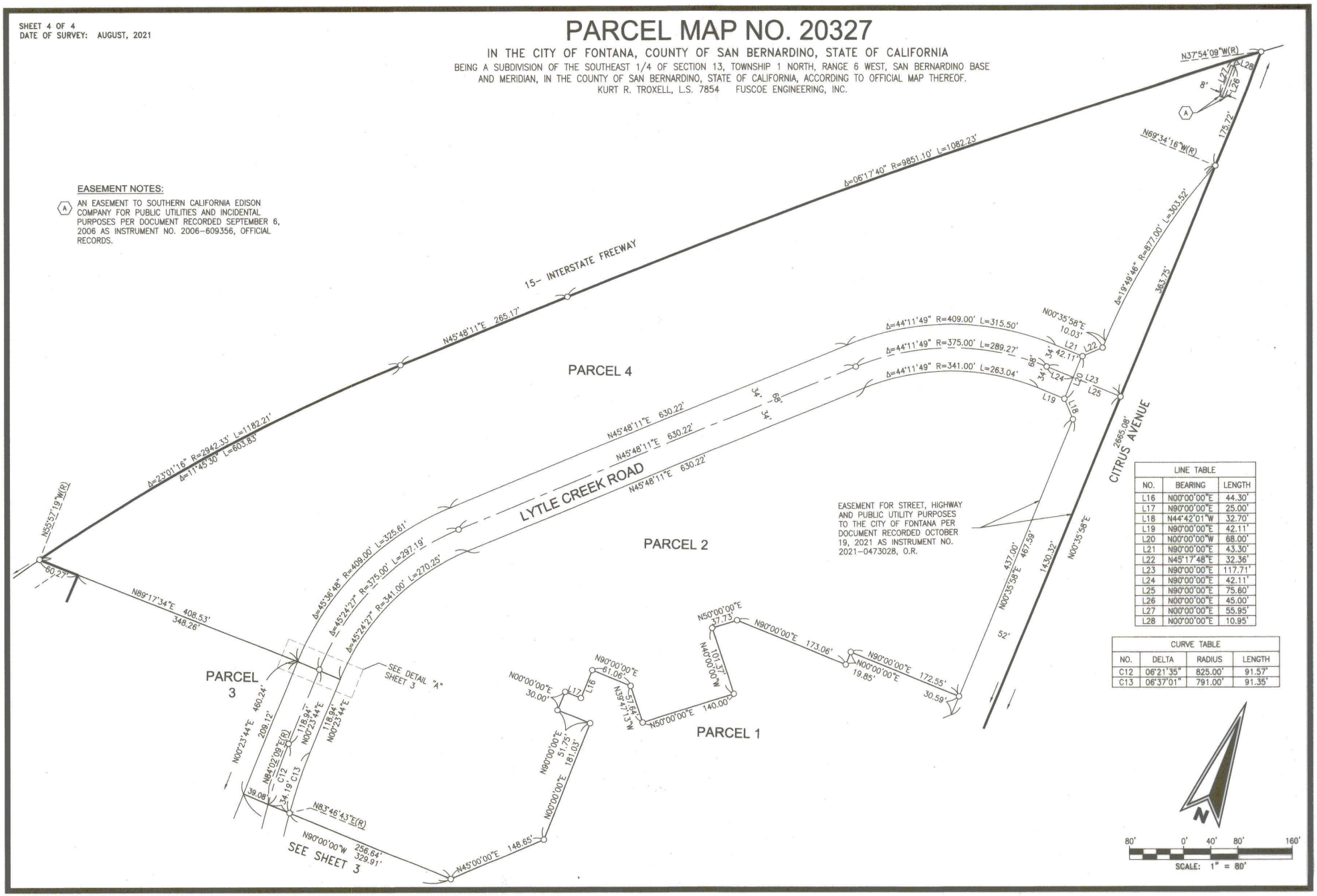
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL MAP THEREOF.

KURT R. TROXELL, L.S. 7854 FUSCOE ENGINEERING, INC.

EASEMENT NOTES:

(A) AN EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED SEPTEMBER 6, 2006 AS INSTRUMENT NO. 2006-609356, OFFICIAL RECORDS.



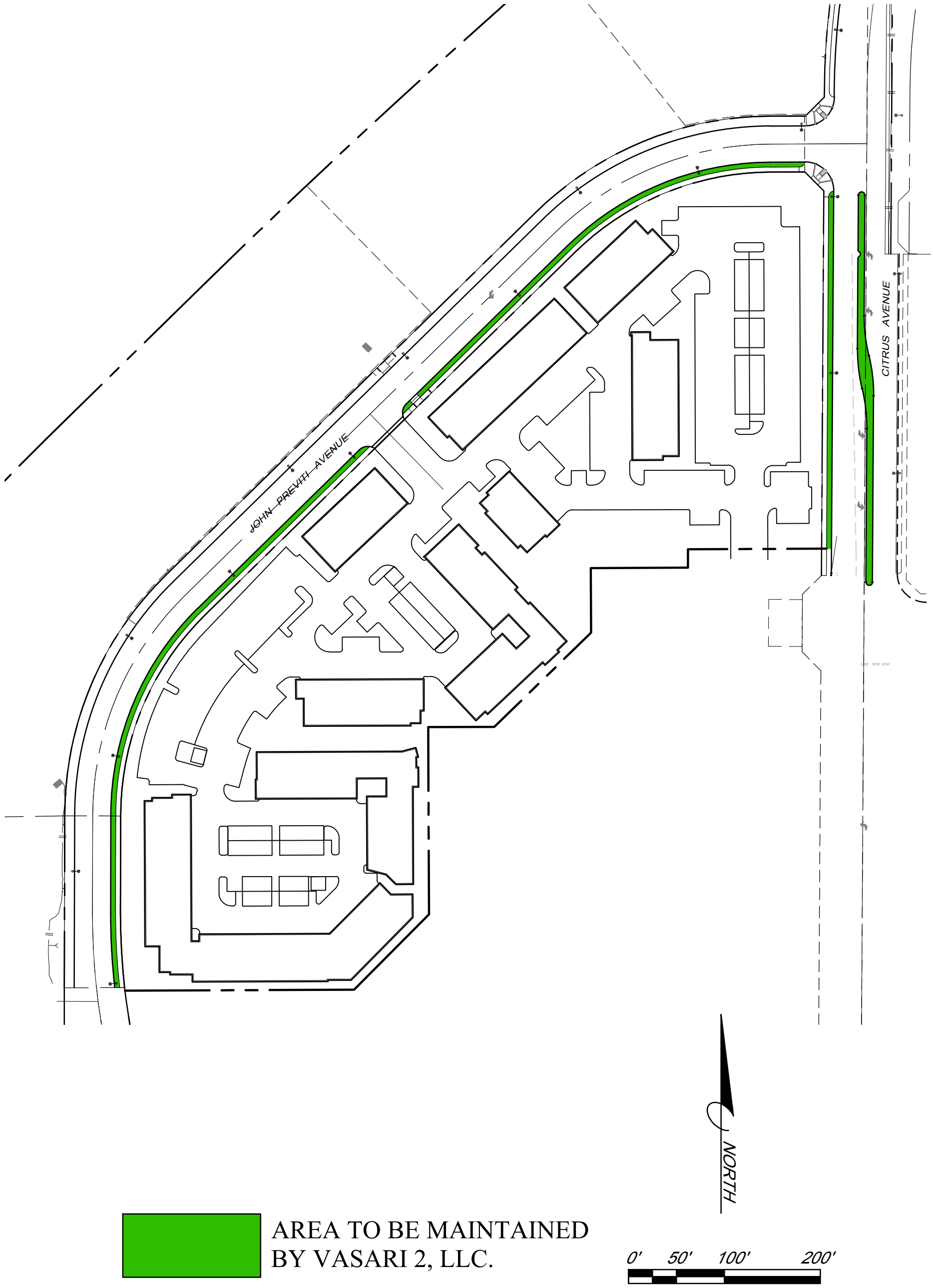
LINE TABLE		
NO.	BEARING	LENGTH
L16	N00°00'00"E	44.30'
L17	N90°00'00"E	25.00'
L18	N44°42'01"W	32.70'
L19	N90°00'00"E	42.11'
L20	N00°00'00"W	68.00'
L21	N90°00'00"E	43.30'
L22	N45°17'48"E	32.36'
L23	N90°00'00"E	117.71'
L24	N90°00'00"E	42.11'
L25	N90°00'00"E	75.60'
L26	N00°00'00"E	45.00'
L27	N00°00'00"E	55.95'
L28	N00°00'00"E	10.95'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C12	06°21'35"	825.00'	91.57'
C13	06°37'01"	791.00'	91.35'

EXHIBIT "B"

<u>DEVELOPER MAINTENANCE AREA</u>

(PA 1B Landscape Plan)



VENTANA SPECIFIC PLAN - PLANNING AREA 1B

24-027 8/12/2026

EXHIBIT "C"

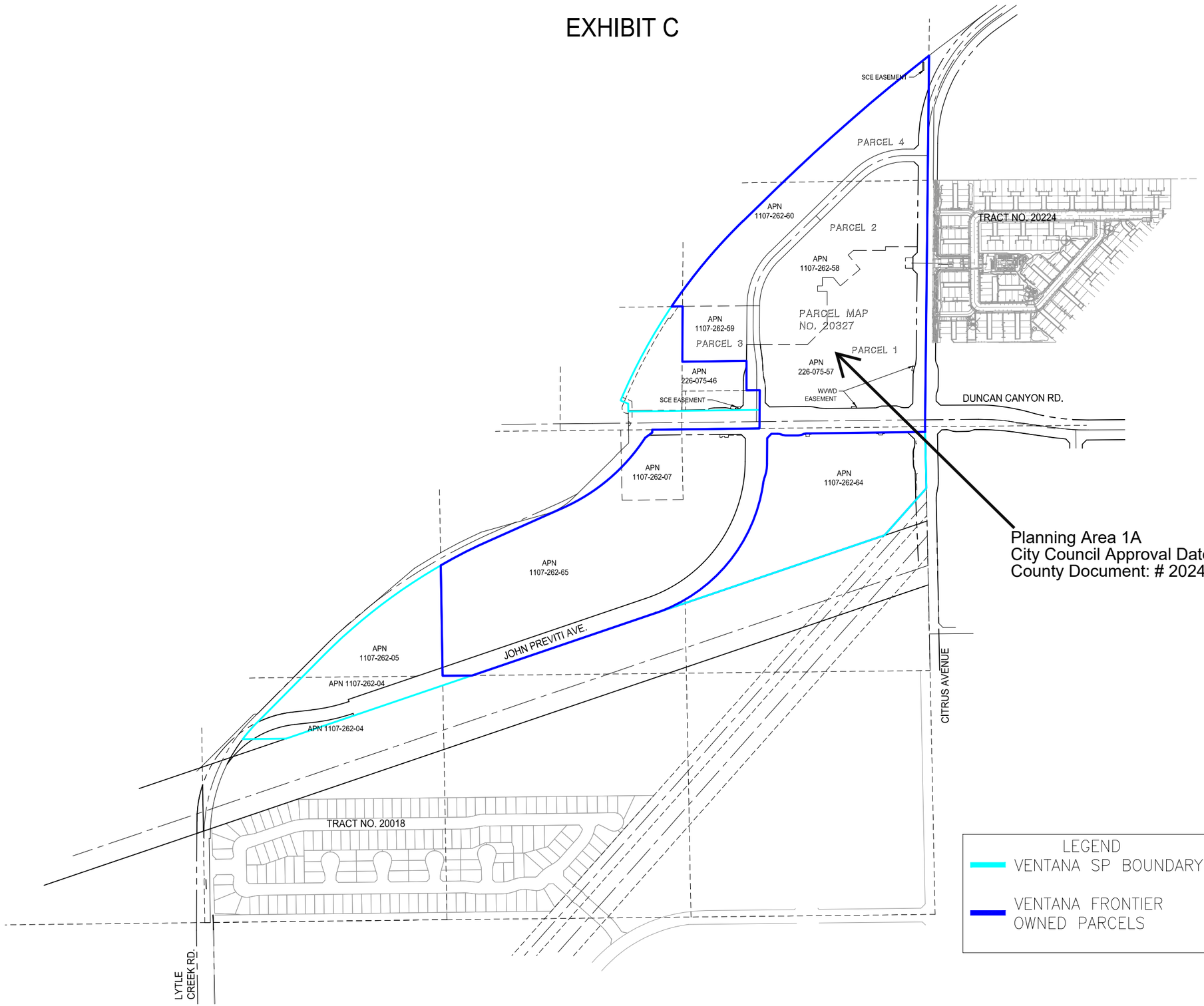
LEGAL DESCRIPTION OF REMAINDER OF THE PROJECT

(Site Overview)

APNs:
0226-075-57-0000
0226-075-58-0000
0226-075-59-0000
1107-262-65-0000
1107-262-07-0000
1107-262-04-0000
1107-262-05-0000
0226-075-46-0000

VENTANA OVERALL SITE EXHIBIT

EXHIBIT C



Planning Area 1A
City Council Approval Date: 10-8-24
County Document: # 2024-0255288

SCALE:
1"=250'

FUSCOE ENGINEERING
FULL CIRCLE THINKING
3257 E Guasti Rd, Suite 300
Ontario, California 91761
909.581.0676
fuscoe.com

F:\PROJECTS\1695\DWG\EXHIBITS\1695-004-VENTANA SITE OVERVIEW.DWG [04-30-2025 11:47:09AM] Plotted by: LFiguerao

VENTANA LEGAL DESCRIPTIONS

APN: 0226-075-57

Parcel 1, in the City of Fontana, County of San Bernardino, State of California, as shown on map filed in Book 258, Pages 37-48 of Parcel Maps, in the Office of the County Recorder of said County.

APN: 0226-075-58

Parcel 2, in the City of Fontana, County of San Bernardino, State of California, as shown on map filed in Book 258, Pages 37-48 of Parcel Maps, in the Office of the County Recorder of said County.

APN: 0226-075-59

Parcel 3, in the City of Fontana, County of San Bernardino, State of California, as shown on map filed in Book 258, Pages 37-48 of Parcel Maps, in the Office of the County Recorder of said County.

APN 1107-262-65

The North One-half of the Northeast one-quarter of Section 24, Township 1 North, Range 6 west, San Bernardino base and meridian, in the City of Fontana, County of San Bernardino, State of California.

Excepting therefrom the Northerly 380 feet of the Easterly 330 feet of said Northwest one-quarter of said Northeast one-quarter of said Section 24.

Also excepting therefrom that portion lying East and Southeasterly of the West and Northwesterly right-of-way of John Previti Avenue, granted to the City of Fontana by deed recorded February 24, 2022, by Doc. No. 2022-0073488, official records of said county.

Also excepting therefrom that portion lying Northerly of the Southerly right-of-way of Duncan Canyon road, Granted to the City of Fontana by deed recorded October 19, 2021, by Doc. No. 2021-0473028, official records of said county.

Also excepting therefrom that portion of land described in final order of condemnation by the State of California, recorded September 10, 1976, in book 9009, page 656, official records of said county.

Also shown as Parcel B on Certificate of Compliance for a Lot Line Adjustment recorded 11/14/24 as Doc. No. 2024-0272517, official records of said County.

Together with that portion of the vacated road conveyed by the City of Fontana to HDO4, LLC, in the Quitclaim Deed recorded on April 2, 2025 as Instrument No. 2025-0071224 of Official Records in the Office of the County recorder of said County.

APN: 1107-262-07
The Northerly 380 feet of the Easterly 330 feet of the Northwest ¼ of the Northeast ¼ of Section 24, Township 1 North, Range 6 West, San Bernardino Meridian, in the City of Fontana, County of San Bernardino, State of California, according to the official plat of said land.

Excepting therefrom that portion described in the deed to the State of California recorded March 17, 1975 in Book 8636, Page 3, Official Records, records of said County.

APN: 1107-262-04

The North half of the North half of the Southeast quarter of the Northwest quarter, and the North half of the North half of the Southwest quarter of the Northeast quarter of Section 24, Township 1 North, Range 6 West, San Bernardino Base and Meridian, according to United States Government Township plat thereof.

Excepting therefrom that portion of' land conveyed to Southern Surplus Realty Co., a California Corporation by grant deed recorded August 7, 1973, in Book 8241, Page 46, Official Records, San Bernardino County, California.

Also excepting therefrom that portion of land conveyed to the State of California by grant deed recorded November 13, 1974, in Book 8556 Page 107, Official Records San Bernardino County, California.

Excepting therefrom an undivided 1/2 interest in oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, without the right by the grantor to enter upon the surface of, in, under or across the same, the subsurface to a depth of 500 feet measured in a vertical direction from the earth surface of said land for the exploration, developing, extracting or removing any oil, gas or other hydrocarbons or minerals found therein, as reserved in the deed from Cucamonga Winery, a Corporation, to Frank Sinatra, recorded May 16, 1956, in Book 3939, Page 504, Official Records.

APN: 1107-262-05

The Northeast 1/4 of the Northwest 1/4 of Section 24, Township 1 North, Range 6 West, San Bernardino Meridian, in the City of Fontana, County of San Bernardino, State of California, according to the Official Plat of said land approved by the Surveyor General.

Except therefrom that portion conveyed to San Bernardino County Flood Control District by Final Order of Condemnation, Case No. 152410, Superior Court of the State of California, recorded July 10, 1972 in Book 7973, Page 492, Official Records.

Also except therefrom that portion lying northwesterly of the southeasterly line of the land conveyed to the State of California, acting by and through the Department of Transportation by Final Order of Condemnation, Case No. 162631, Superior Court of the State of California, recorded July 20, 1976 in Book 8846, Page 698, Official Records.

APN: 0226-075-46

Parcel “B”

That portion of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 and a portion of the Southeast 1/4 of the Southeast 1/4, both of Section 13, Township 1 North, Range 6 West, San Bernardino Meridian, according to Government Survey, in the City of Fontana, County of San Bernardino, State of California, further described as follows:

Said portion of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 13, is described as follows:

The Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 13, excepting therefrom, that portion conveyed to the State of California by deed recorded January 31, 1974 in Book 8359, Page 17, Official Records, described as follows:

Commencing at a 3/4 inch iron pipe marking the South 1/4 corner of said Section 13; thence North 89°21'55" East along the South line of said Section 13, 657.90 feet to the West line of said Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 and the point of beginning; thence North 00°22'13" East along said West line, 660.00 feet to the North line of said Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4; thence North 89°22'00" East along said North line, 594.97 feet to a point on a non-tangent curve, said curve being concave Southeasterly; with a radius of 2942.00 feet; thence Southwesterly along said curve from a tangent bearing of South 33°55’56" West, 596.43 feet through a central angle of 11°36'56”, to the beginning of a tangent compound curve to the left, with a radius of 50.00 feet; thence Southeasterly along said curve, 92.61 feet through a central angle of 106°07'27", thence South 83°48'27” East, 145.45 feet; thence North 89°21'56" East, 154.46 feet to the East line of said Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4; thence South 00°26'36" West along said East line, 51.49 feet to said South line of Section 13; thence South 89°21'55" West along said South line, 658.09 feet to the true point of beginning.

Also except therefrom, that portion of the Easterly 299.26 feet of the Southerly 100.20 feet of said Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 as

measured from the Southerly line of said Section 13 also being the centerline of Duncan Canyon Road, as conveyed to the City of Fontana for street, highway and public utility purposes by grant deed, recorded June 4, 2010 as Instrument No. concurrent herewith, Official Records.

Also except therefrom, all oil, gas and other hydrocarbon substances below a depth of 500 feet below the surface of said land without the right of surface entry from said land for any purpose.

Said portion of the Southeast 1/4 of the Southeast 1/4 of Section 13 is described as follows:

Beginning at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 13, thence North 89°21'55° East along the South line of said Section 13, 420.75 feet; thence North 00°26'36" East parallel with the West line of said Southeast 1/4 of the Southeast 1/4, 206.25 feet, thence South 89°21'55" West parallel with the South line of said Section 13, 72.50 feet; thence North 00°26'36" East parallel with the West line of said Southeast 1/4 of the Southeast 1/4, 159.87 feet; thence South 89°21'55" West parallel with the South line of said Section 13, 348.25 feet to the West line of said Southeast 1/4 of the Southeast 1/4; thence South 00°26'36" West along said West line, 366.12 feet to the point of beginning.

Excepting therefrom, the Southerly 100.20 feet as measured from the Southerly line of said Section 13 also being the centerline of Duncan Canyon Road, as conveyed to the City of Fontana for street, highway and public utility purposes by grant deed, recorded June 4, 2010 as Instrument No. concurrent herewith, Official Records.

END